12-12020-mg Doc 8814-3 Filed 06/26/15 Entered 06/26/15 21:28:56 Exhibit C Pg 1 of 14

Exhibit C Proof of Claim

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK	PROOF OF CLAIM
Name of Debtor and Case Number: GMAC Mortgage, LLC, Case No. 12-12032	
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S. case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(!)	C. § 503(b)(9)) arising after the commencement of the 9)) may be filed pursuant to 11 U.S.C § 503.
Name of Creditor (the person or other entity to whom the debtor owes money or property): Scott James Leonhardt	Check this box if this claim amends a previously filed claim.
Name and address where notices should be sent:	Court Claim
Scott Leonhardt 824 N. Market Street, Suite 810, Wilmington, DE 19805	Number:(If known) Filed on: Check this box if you are aware
Telephone number: 302-319-6301 email: leonhardt@teamrosner.com	that anyone else has filed a proof
Name and address where payment should be sent (if different from above):	of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number: email:	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim
1. Amount of Claim as of Date Case Filed: \$\frac{53125.20}{}\$ If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5.	falls into one of the following categories, check the box specifying the priority and state the amount.
 Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statem interest or charges. Basis for Claim: See Rider 	Domestic support obligations under 11 U.S.C. \$507(a)(1)(A) or (a)(1)(B).
(See instruction #2)	☐ Wages, salaries, or
3. Last four digits of any number by which creditor identifies debtor: 3a. Debtor may have scheduled account as: 3b. Uniform Claim Identifier (option)	the case was filed or the
(See instruction #3a) (See instruction #3b)	debtor's business ceased, whichever is earlier – 11
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and requested information.	U.S.C. §507 (a)(4). Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).
Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe: Value of Property: Annual Interest Rate % Fixed Variable	☐ Up to \$2,600* of deposits toward purchase, lease, or rental of property or services
(when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim,	for personal, family, or household use – 11 U.S.C. §507 (a)(7).
if any: \$ Basis for perfection:	☐ Taxes or penalties owed to governmental units – 11U.S.C.
Amount of Secured Claim: \$ Amount Unsecured: \$	§507 (a)(8). ☐ Other – Specify applicable
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attack supporting such claim.	paragraph of 11 U.S.C. §507
S(See instruction #6)	Amount entitled to priority:
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction 8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders,	
8. Deciments: Attached are retacted topies of any doctments that support the chain, such as profits you tooks, partialse of statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:	has been
9. Signature: (See instruction #9) Check the appropriate box.	
■ I am the creditor.	codebtor. Rule 3005.)
I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, infor reasonable belief. Print Name: Scott Leonhardt Title: Scott Leonhardt	7-12 KELEIVED
Company: (Signature) (I Address and telephone number (if different from notice address above):	Date) NOV 1 0 2012
	COURT USE ONLY
Telephone number: 302-5 19-630 Email: Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both	

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:) Chapter 11
RESIDENTIAL CAPITAL, LLC, et al.) Case No. 12-12020 (MG
Debtors.) Jointly Administered
))

RIDER TO PROOF OF CLAIM

- 1. This Proof of Claim is filed under compulsion of a Court Order and is filed to protect Scott Leonhardt ("Claimant") from forfeiture of any claim. Claimant reserves the right to amend and/or supplement this proof of claim in any manner and/or to file additional or other proofs of claims for additional or other claims Claimant may have against any of the Debtors.
- 2. This Proof of Claim is filed with respect to \$53,125.20 Claimant is forced to pay during the life of his mortgage, over and beyond what was disclosed on his HUD-1. Claimant refinanced his 30 year fixed mortgage on or around December 2010 through Gateway Funding. Shortly after the refinancing closed, the loan was sold to GMAC. Claimant relied on the HUD-1 attached hereto as **Exhibit A**. The HUD-1 states, Claimants monthly mortgage payment, including "property taxes" will be \$1,835.65 for the life the loan. The HUD-1 was signed by the Settlement Agent as being "true and accurate."
- 3. On or around December 2011, Claimant received the escrow analysis attached hereto as Exhibit B from GMAC. Without warning, GMAC increased Claimant's monthly payment from \$1,835.68 to \$2,202.98 for 2011. Representing a increased monthly payment of \$367.50 or approximately 20%. After 2011, according to GMAC, Claimant's monthly payment will be \$1,983.25. Claimant's monthly payment increased by \$147.57/month (\$1,983.25 \$1,835.68) on a 30 year mortgage due to an "escrow error." Claimant therefore must pay an additional \$53,125.20 over the life of the mortgage (\$147.57 * 12 * 30). The entity that made this ecrow error, directly profited from it, they were able to collect refinancing fees.
- 4. There have been no changes to the amounts to be paid through escrow since the HUD-1. The HUD-1 just neglected to include city taxes. See correspondence attached hereto as Exhibit C. GMAC had a duty to review the loan prior to purchasing it.
 - 5. The filing of this Proof of Claim is not:

- (a) a waiver or release of any security held by Claimant, or any right of setoff, recoupment or counterclaim, any right arising by operation of law or in equity or Claimant's rights against any other person, entity or property;
- (b) a waiver or release of any right or claim of Claimant arising out of, or in respect of, any order entered in these cases, or any other claim, of any nature whatsoever, which Claimant has against the Debtors, their estates or any other person or entity;
- (c) a waiver of a right to move to withdraw the reference, or otherwise to challenge the jurisdiction of this Court, with respect to the subject matter of this claim, and any objections or other proceeding commenced in these cases against or otherwise involving Claimant;
- (d) an election of any remedy to the exclusion, express or implied, or any other remedy; or
- (e) a ratification or consent to any obligations or liability based upon or arising out of any action, inaction or conduct by the Debtors and/or Claimant, all of which rights are expressly reserved.
 - 6. All notices in respect of Claimant's claim are to be sent to:

Scott J. Leonhardt 824 N. Market St., Suite 810 Wilmington, DE 19801 Telephone: (302) 777-1111

Email: <u>leonhardt@teamrosner.com</u>

Scott J. Leonhardt 2111 Fairfield Place Wilmington, DE 19805 Telephone: (302) 384-7744

Email: leonhardt@teamrosner.com

The request for copies of notices to be sent to the persons above shall not be deemed authorization to accept service of process on behalf of Claimant. To the extent there are any inconsistencies between this Rider, and the Proof of Claim form, this Rider shall govern.

Exhibit A

ited	06/26/15	Entered ernent Sta	06/26/1 terre /1	121528) ⁵⁶
	Pa 6 01	14		

Fyhih	\it ^{OM®}	Approval No.
	<i>7</i> 11	

B. Type of Loan				
1. FHA 2. RHS 3. Conv. Unins.	6: File Number:	7. Loan Number:	8. Mortgage Insura	nce Case Number:
4. VA 5. X Conv. Ins.		, , ,		
C. Note: This form is furnished to give you a statement of	f actual settlement cos	ts. Amounts paid to and by the	settlement agents are sh	own Items marked
"(p.o.c)" were paid outside the closing, they are	shown here for inform	ational purposes and are not i	ncluded in the totals.	
D. Name & Address of Borrower:	E. Name & Address		F. Name & Addres	s of Lender:
SCOTT J. LEONHARDT			GATEWAY FUNDING	DIVERSIFIED
2111 Fairfield Place, Wilmington, DE 19805			MORTGAGE SERV.	
	ļ		300 Welsh Road, Build	ling 5, Horcham, PA
			19044	
G. Property Location:	H. Settlement Agen	nt:	I. Settlement Date:	12/06/2010
2111Fairfield Place	Lynn, May & Perza, P.A	١.	Disbursement Date	e: 12/10/2010
Wilmington, DE 19805	Telephone: 302-736-17	76 Fax: 302-736-1780		
	Place of Settlement	÷	TitleExpress	
	880 South Street, Dove	r, DE 19901	Printed 12/06/2010) at 3:03 pm
	<u></u>		by CSL	
J. Summary of Borrower's Transaction		K. Summary of Seller's Tra	ansaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to	Seller	
101. Contract sales price .		401. Contract sales price		
102. Personal property		402. Personal property		
103. Settlement charges to borrower (line 1400)	4,773.75	403.		
104. Payoff of first mortgage loan #0207092321 to Wells	290,168.77	404.		
Fargo Home Mortgage				
105.		405.		_l
Adjustments for items paid by seller in advance		Adjustments for items paid t		1
106. City/town taxes to		406. City/town taxes	to	
107. County taxes to		407. County taxes	to	
108. Assessments to		408. Assessments	to	
109.		409.		
110.		410.		
111.		411.		
112.	504.040.50	412. 420. Gross Amount Due to		-
120. Gross Amount Due from Borrower	294,942.52			
200. Amounts Pald by or in Behalf of Borrower		500. Reductions in Amount 501. Excess deposit (see ins		T
201. Deposit or earnest money 202. Principal amount of new loan(s)	292,600,00	502. Settlement charges to s		
203. Existing loan(s) taken subject to	252,000,00	503. Existing loan(s) taken su		
203. Existing loan(s) taken subject to		504. Payoff of first mortgage		
205.		505. Payoff of second mortga		
206.		506.	-99 10011	
207.		507.		
208.		508.		
209.		509.		<u> </u>
Adjustments for items unpaid by seller		Adjustments for items unpai	id by seller	
210. City/town taxes to		510. City/town taxes	to	
211. County taxes to		511. County taxes	to	
212. Assessments to		512. Assessments	to	
213.		513.	•	
214.		514.		
215.		515.		
216.		516.		
217.		517.		
· 218.		518.		
219.		519,		
220. Total Paid bylfor Borrower	292,600.00	520. Total Reduction Amou		0.00
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to		
301. Gross amount due from borrower (line 120)	294,942.52	601. Gross amount due to se		0.00
302. Less amounts paid by/for borrower (line 220)	292,600.00	602. Less reductions in amou	ınt due seller (line 520)	0.00

70Q.	Total Rea Estate Frole Feet						Paid From	Paid Fron
	Division of commission (line 700) as follows:					Borrower's	Seller's
701.	\$0.00	to					Funds at	Funds at
702.	\$0.00	to	* ****				Settlement	Settlemer
703.	Commission paid at settlement							
800.	Items Payable in Connection wit					C- 000 40	γ	
801.	Our origination charge (Includes C		% or \$0.00)	\$675.00		from GFE #1) from GFE #2)		
802. 803.	Your credit or charge (points) for the Your adjusted origination charges	e specific interest ra	ate chosen	\$		from GFE A)	675.00	
804.	Appraisal fee	10				from GFE #3)	0,0,00	
805.	Credit report		íroli Factual Data			from GFE #3)	36.18	
806.	Tax service	10.0	ATEWAY FUND	ING DIVERSIFIE			95.00	
807.	Flood certification	to F	irst American Flo	od	(from GFE #3)	10.00	
808.	Commitment Fee \$375	lo C	ATEWAY FUND	ING DIVERSIFIE	MORTGAGE(from GFE #3)		
809.	Warehouce Fee \$100.00	to G	SATEWAY FUND	ING DIVERSIFIE	MORTGAGE (from GFE #3)		
810.	Underwriting Fee \$200.00	to G	SATEWAY FUND	ING DIVERSIFIEI	MORTGAGE(from GFE #3)	1	
900.	Items Required by Lender to be	Paid in Advance						
901.	Dally interest charges from	rom 12/10/2010 to	01/01/2011@\$3	3.0677/day		from GFE #10)	727.49	
902.		for months to				rom GFE #3)		
903,	Homeowner's insurance	or 12 months to Lil	perty Mutual			rom GFE #11)	684.00	
904.		months to				rom GFE #11)		
1000.	Reserves Deposited with Lender							
1001.	Initial deposit for your escrow accor				(rom GFE #9)	694.88	
	Homeowner's insurance	2 months @\$	57.00/month					
	Mortgage Insurance	months @\$	0.00/month					
	City Property Tax	6 months @\$	20.36/month	\$122.16				
	County Property Tax	months @\$	0.00/month	\$0.00				
	Assessments School Tax Reserve	months @\$	0.00/month	\$0.00 \$014.76				
		6 months @\$	152.46/month	\$-456.04				
	Aggregate Adjustment			V-100.04				
	Title Charges Title services and lender's title insu					rom GFE #4)	1,538,20	
_				S		rom Gr E #4)	1,030,20	
	Settlement or closing fee	to				rom GFE #5)		
	Owner's title insurance			\$763.20		IUII GEC #3)		
	Lender's title insurance	O Landada Dallari		\$103.20				
	Lender's title policy limit \$292,600.0							
	Owner's title policy limit \$0.00 Own			\$572.40				
	Agent's portion of the total title insu			\$190.80				
	Underwriter's portion of the total title			\$775.00				
	Attorney Fee	to Lynn, May & Pe	za, P.A.	≱ 775.00				
	Government Recording and Tran	sfer Charges						
	Government recording charges				(f	rom GFE #7)	313.00	
	Deed \$0.00	Mortgage \$313.00	Release	\$0.00	_,			
	Transfer taxes				(f	rom GFE #8)		
	City/County tax/stamps	Deed \$0.00	Mortgag					
	State Tax/stamps	Deed \$0.00	Mortgag					
1206.		Deed \$0.00	Mortgag	e \$0.00				
207.	~~~~							
300.	Additional Settlement Charges							
1301.	Required services that you can sho	for			(f	om GFE #6)		
	Survey	to		\$				
303.		to						
1304.		to		\$				
305.		to						

*Paid outside of closing by (B)orrower, (S)eller, (L)ender, (I)nvestor, Bro(K)er.

Comparison of Good Faith Estimate (CFE) and HUDA Chaldres /	26/15-21:28:5 (Good Falth Estimate	HUD-1
	JD-1 Line Number		
Our origination charge	# 801	675.00	675.0
Your credit or charge (points) for the specific interest rate chosen	# 802	0.00	0.0
Your adjusted origination charges	# 803	675.00	675.0
Transfer laxes	# 1203	0.00	0,0
Hallaid Idada	# 1200	5.00	
China That Is You Council Issues Hose Three 109		Good Faith Estimate	HUD-1
Charges That in Total Cannot Increase More Than 10%	# 1201	275.00	313.0
Government recording charges	# 805	50,00	36.
Credit report to	# 806	95.00	95.
Tax serviça to		20.00	10.0
Flood Certification	# 807		1,538.
Title services and lender's title insurance	# 1101	1,980.00	
Owner's title insurance	# 1103	0.00	0.
production of the operation and the production of the production o	#	L	
表面的表面的复数形式的现在分词 化电影经历史的 化二十二十二十二十二	#		
	Total	2,420.00	1,992.
Increase bet	ween GFE and HUD-1 Charges	\$ -427.62 or	-17.6702
Charges That Can Change		Good Faith Estimate	HUD-1
initial deposit for your escrow account	# 1001	2,870.50	694.6
Daily interest charge	# 901 \$33.0677/day	840.54	727.4
	# 903	0.00	684.0
The state of the s		0.00	0.0
Courier Fee - Payoff	# 1304	0.00	0.1
The state of the s	#:		
· 新维尔·斯特·斯特·斯特·斯特·斯特·斯特·斯特·斯特·斯特·斯特·斯特·斯特·斯特·	#		
A CONTRACTOR OF THE SECRET CONTRACTOR OF THE CON	#		
Loan Terms			
our initial loan amount is	\$292,600.00		
our loan term is	30. years		
our initial interest rate is	4.1250%		
OUT INIDIAL MITEREST FAIR IS	4.125076		
our initial monthly amount owed for principal, interest, and any mortgage	\$1,605.83 includes		
Isurance is	X Principal		
	1== '		
15일 : 16 1 - 16 1 - 16 1 - 16 1 - 16 1 - 16 1 - 16 1 - 16 1 - 16 1 - 16 1 - 16 1 - 16 1 - 16 1 - 16 1 - 16 1 -	X Interest		
선택 전략 1960년 1961년 1962년 1 1962년 1962년 1	X Mortgage Insurance		
a the late of the first of the second of	[X] Mortgage insurance		
an your interest rate rise?	X No. Yes, it can rise to	a maximum of %. The first of	hange
			. Every change
	date, your interest rate can increa		the life of the loan, your
	1	•	
	interest rate is guaranteed to nev	er be lower than % or highe	rthan %.
The state of the second of the		**	
ven if you make payments on time, can your loan balance rise?	X No. Yes, it can rise to	a maximum of \$	
	 		
ven if you make payments on time, can your monthly amount owed for	No. X Yes, the first increa	ase can be on 01/06/1941 and the mor	ithly
nncipal, interest, and mortgage insurance rise?	amount owed can rise to \$1,609.4	16.	•
	The maximum it can ever rise to i		
Mary A. Mary B. A. Carlott, P. Carlott, E. A. Carlott, P. Carlo			
oes your loan have a prepayment penalty?	X No. Yes, your maximur	n prepayment penalty is \$.	
ret 197 feb. great high seather the great feb. great in the contract of the co	[7] [7]		
oes your loan have a balloon payment?	X No. Yes, you have a ba	alloon payment of \$ due	in
	years on // .		
del monthi ambija di na ili batalia di na	Vari da ant baixa a manthir a		
otal monthly amount owed including escrow account payments		scrow payment for items, such as prop	
	l	s must pay these items directly yoursel	t.
제품 선생님이 되었다.	X You have an additional month	hly escrow payment of \$229.82	
		y amount owed of \$1,835.65. This inc	ludes principal interest
#H [2] 글로그램 그런 # 4 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	mortgage insurance and any item	s checked below:	protospor microst
	-	F	
	X Property taxes	X Homeowner's ins	urance
	Flood insurance	П	
 A construction of the control of the c	ı==	=	

Note: Jif you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

Page 3 of 4

HUD-

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Previous editions are obsolete

2-12020-mg	Doc 8814-3	Single Pure Pure to HUD CERTIFICATION OF B I have carefully revivel to HUD LERTIFICATION OF B I have carefully revivel to HUD LERTIFICATION OF B I have carefully review to the HUD LERTIFICATION OF B I have care	UYER AND SELLER CATTORIC COnviction of all receipts and selection of all receipts and accurate statement of all receipts and a law received a copy of the HUD-1 Settlement Statement.
		SCOTT J. LEONHARDT	
		Scillers Guith	13-6.10
		Settlement Agent The HUD-1 Settlement Statement which I have prepared is a true and accurate according to the Hub-1 settlement which I have prepared is a true and accurate according to the Hub-1 settlement which I have prepared is a true and accurate according to the Hub-1 settlement which I have prepared is a true and accurate according to the Hub-1 settlement which I have prepared is a true and accurate according to the Hub-1 settlement which I have prepared is a true and accurate according to the Hub-1 settlement which I have prepared is a true and accurate according to the Hub-1 settlement which I have prepared is a true and accurate according to the Hub-1 settlement which I have prepared is a true and accurate according to the Hub-1 settlement which I have prepared is a true and accurate according to the Hub-1 settlement which I have prepared is a true and accurate according to the Hub-1 settlement which I have prepared is a true and accurate according to the Hub-1 settlement which I have prepared is a true and accurate according to the Hub-1 settlement which I have prepared is a true and accurate according to the Hub-1 settlement which I have prepared is a true according to the Hub-1 settlement which I have prepared is a true according to the Hub-1 settlement which I have prepared is a true according to the Hub-1 settlement which I have prepared in the Hub-1 settlement whic	unt of this transaction. I have caused or will cause the funds to be
		SETTLEMENT AGENT	DATE 12/6/2010

WARNING, IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM, PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18; U.S. CODE SECTION 1001 AND SECTION 1010.

Previous editions are obsolete

Page 4 of 4

HUD-1

Exhibit B

3451 Hammond Avenue Waterloo, IA 50702 1-800-766-4622/Follow the Prompts

Important Note: In accordance with RESF requirements, this notice is being sent result of the review completed on your account.

INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT

ACCOUNT NUMBER

PROPERTY ADDRESS: 2111 FAIRFIELD PLACE WILMINGTON DE 19805

ANALYSIS DATE: DECEMBER 22, 2011

SCOTT J LEONHARDT 2111 FAIRFIELD PL WILMINGTON DE 19805-2651

PLEASE KEEP THIS ESCROW ANALYSIS FOR COMPARISON TO NEXT YEAR'S STATEMENT.

Section 1:		ESTIMATED AMOUNT(S)	Į.
DESCRIPTION REGULAR PMI REGULAR PMI REGULAR PMI REGULAR PMI REGULAR PMI REGULAR PMI	NEXT DUE DATE FEBRUARY 2012 MARCH 2012 APRIL 2012 MAY 2012 JUNE 2012 JULY 2012	OF NEXT DISBURSEMENT 187.75 187.75 187.75 187.75 187.75 187.75	IN
REGULAR PMI CITY/TOWNSHIP REGULAR PMI COUNTY	AUGUST 2012 AUGUST 2012 SEPTEMBER 2012 SEPTEMBER 2012	187.75 1,772.30 187.75 2,052.74	
REGULAR PMI REGULAR PMI REGULAR PMI FIRE REGULAR PMI	OCTOBER 2012 NOVEMBER 2012 DECEMBER 2012 JANUARY 2013 JANUARY 2013	187.75 187.75 187.75 704.00 187.75	
	TOTAL ANNUAL DISBURSEMENTS	6,782.04 565.17	

The amounts above are based on either an estimate previously provided or the amount last disbursed.

NOTE: If you pay the escrow shortage amount of \$2,636.84, your new total payment will be adjusted to \$1,983.25 effective with your FEBRUARY O1, 2012 payment. If you do not shortage, your total payment effective FEBRUARY O1, 2012 will be \$2,202.98.

Payment change: Escrow Surplus/Shortage Escrow Shortage Spread 12 Months	New 565.17 219.73	Prior Analysis 417.57 0.00
Total	784.90	417.57
Principal/Interest	1,418.08	1,418.08
Total Payment	2,202.98	1,835.65

Depending on the timing of when your next billing notice is released, you may not see change until the following billing notice.

For details about the difference between the old and new payment amounts, please reference the ESTIMA AMOUNT(S) OF NEXT DISBURSEMENT and AMOUNT(S) USED IN PRIOR ANALYSIS columns listed

Any questions regarding changes in the "Estimated Amount of Next Disbursement" should be directed to your Tax Authority and/or Insurance Company.

To reach our insurance department call: 1-800-256-9962.

By sending your check, please be aware that you are authorizing us to use information on your check to make a electronic debit to your account at the financial institution indicated on the check. This electronic debit will be a amount of your check.

If you are utilizing a military allotment, or third-party company to make payments on please notify your service of any payment changes.

680-0680-1200F

Section 2:

1

ANALYSIS TYPE: 1/6 AGGREGATE PROJECTED ESCROW BALANCE AS OF: JANUARY 31, 2012

ACCOUNT NUMBER: (-1,076.32 *



* Projected balance reflects all receipts and disbursements made prior to the date of analysis and all mortgagor payments and disbursements anticipated to be made prior to the effective date of analysis.

discursements and open ade prior to the effective date of analysis,									
	•	•		,,,,,,,,	Current E	Escrow Balance	e: 602.14-		
DATE	*. RECEIPTS	PROJECTED DISBURSEMENTS	CUR. BAL. PROJECTIONS	REQ. BAL. PROJECTIONS	Esc Roots	to Eff Dt	Esc Disb Pri	or to Eff Dt	
PROJECTED B	565.17	187.75-	,076.32- 1 698.90- 1	,560.52 ,937.94	Due Dt 01/12	Due Amt 417.57	Disb Date 01/07/12	Disb Amt 704.00	
03/01/12 04/01/12 05/01/12	565.17 565.17 565.17	187.75- 187.75- 187.75-	55.94 2	2,315.36 2,692.78 3,070.20			01/01/12	187.75	
06/01/12 07/01/12 08/01/12	565.17 565.17 565.17		810.78 3 ,188.20 3	1,447.62 1,825.04					
08/01/12 09/01/12	.00 565 . 17	1,772.30- 187.75-	206.68- 2	1,202.46 2,430.16 2,807.58	*Indicates Sum of Remaining Escrow Payments &/or Escrow Disbursements to Effective Date.				
09/01/12 10/01/12 11/01/12	.00 565.17 565.17	187.75- 1		754.84 L ,132.26 ,509.68	L ANTICIF		IT FOR ANALYSIS 12.00	PERIOD:	
12/01/12 01/01/13 01/01/13	565.17 565.17 .00	187.75- 704.00-	749.74- 1 888.57- 1	,303.68 ,887.10 ,748.27 ,560.52	MAXIMU		DW-POINT: (EXCL	UDING MIP)	

Section 3: SHORTAGE 2,636.84

ESCROW ACCOUNT ACTIVITY (FEBRUARY 01, 2011 - JANUARY 31, 2012)

		PREV PROJ	PREV PROJ		ACTUAL	ACTUAL
DATE	TXN	AMOUNT	BALANCE	TXN	AMOUNT	BALANCE
11/01/10		.00	.00		.00	.00
12/01/10		.00	.00		.00	.00
01/01/11	m 4 (4) (M m	.00	.00	PAYMENT	1,112.45	1,112.45
	BALANCE		.00			1,112.45
02/01/11		.00	.00	REGULAR PMI	187.75-	924.70
03/01/11		.00	.00	PAYMENT	417.57	1,154.52
03/01/11		.00	.00	REGULAR PMI	187.75-	1,154.52
04/01/11		.00	.00	PAYMENT	417.57	1,384.34
04/01/11		.00	.00	REGULAR PMI	187.75-	1,384.34
05/01/11		.00	.00	PAYMENT	417.57	1,614.16
05/01/11		.00	.00	REGULAR PMI	187.75-	1,614.16
06/01/11		.00	.00	PAYMENT	417.57	1,843.98
06/01/11		·õõ	.00	REGULAR PMI	187.75-	1,843.98
07/01/11		.00	.00	PAYMENT	417.57	2,073.80
07/01/11		.00	.00	REGULAR PMI	1 87.7 5-	2,073.80
08/01/11		.00	.60	PAYMENT	417.57	719.07
08/01/11		.00	.00	CITY/TOWNSHIP	1,772.30-	719.07
08/01/11		.00	.00	REGULAR PMI	187.75-	531.32
09/01/11		.00	.00	PAYMENT	417.57	1,103.85-
09/01/11		.00	.00	TAX	2,052.74-	1,103.85-
09/01/11		.00	.00	REGULAR PMI	187.75-	1,291.60-
10/01/11		.00	.00	PAYMENT	417.57	1,061.78-
10/01/11		.00	.00	REGULAR PMI	187.75-	1,061.78-
11/01/11		.00	.00	PAYMENT	417.57	831.96-
11/01/11		.00	.00	REGULAR PMI	187.75-	831.96~
12/01/11		.00	.00.	PATRICIT	~ 417.57	602.14-
		.00	.00	REGULAR PMI	187.75-	602.14-

Exhibit C

Doc 8814-3 Filed 06/26/15 Entered 06/26/15 21:28:56 12-12020-mg Exhibit C Pg 14 of 14

Scott Leonhardt

From:

Tuesday, January 17, 2012 12:44 PM

Sent:

To:

Scott Leonhardt

Subject:

RE: 2111 Fairfield Place Refinance - Material Escrow Error

closing attorney / paralegal

Scott,

I have just had a chance to pull your file when you closed in 2010. It looks as though the mortgage company did not escrow for City taxes.